

Catherine Stiglich  
Vice President

The CIT Group/  
Capital Equipment Financing, Inc.  
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New York, NY 10036  
Tel 212 536-9440  
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RECORDATION NO. 17662-B FILED 1993

JUN 28 1993 12-05 PM

INTERSTATE COMMERCE COMMISSION

June 24, 1993

Mrs. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Room 2303  
Washington, DC 20423

Re: Lease of Railroad Equipment  
Between Santee Cooper and  
The CIT Group/Equipment Financing, Inc.  
Dated as of December 19, 1991

Dear Mrs. Lee:

Enclosed please find two originally executed and notarized Second Amendments to the above referenced lease, dated as of January 13, 1993. The original lease was filed on January 13, 1992 at 10:45 a.m. and bears Recordation No. 17662. I request that you record the enclosed lease amendment and have enclosed check in the amount of \$16.00 to cover the filing fee.

Please return one copy of the stamped recorded amendments to the address noted above. Should you require any additional information, please call me at (212) 536-9440.

Very truly yours,

Catherine Stiglich

CS:tp

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AMENDMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to the Lease of Railroad Equipment dated as of December 19, 1991, as amended (the "Lease") between THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and SANTEE COOPER ("Lessee") is made as of January 15<sup>th</sup>, 1993 between Lessor and Lessee.

## R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which one hundred (100), 100 ton, 4,000 cubic foot capacity, rotary coupled, open top hopper railcars, more fully described in Annex A to the Lease (the "Unit(s)"), were leased by Lessor to Lessee.
- B. The parties desire to extend the Term of the Lease for the Units and to change the Lease Charges for the Units.
- C. The parties also desire to reduce the number of days that elapse between the date any Unit is received at a repair shop for maintenance services for which Lessor is responsible and of which Lessee has notified Lessor and the date on which rental abatement becomes effective for such Unit.
- D. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Effective January 1, 1993, the Term of the Lease for the Units shall be extended through ("Extended Term"). All references to "Term of this Lease" in the Lease shall be deemed to include the Extended Term.
- 4. Effective January 1, 1993, Lessee shall pay to Lessor as Lease Charges for each Unit per Unit per month.
- 5. Effective January 1, 1993, the first sentence of Paragraph 6 of Section 8 of the Lease shall be replaced by the following:

"Lessee shall be entitled to abate rent for any Unit requiring maintenance services that are the Lessor's responsibility seven (7) days after receipt of such Unit at the shop authorized by Lessor, provided that Lessee has notified Lessor prior to the time such Unit is routed to shop."

6. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
7. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee, each pursuant to due corporate authority, has caused this Amendment to be executed by its authorized representative, and each of the undersigned hereto declare that the foregoing is true and correct and was executed on the date indicated below its signature.

**THE CIT GROUP/  
EQUIPMENT FINANCING, INC.**

By: Catherine A. Gorgul  
Title: Asst Vice President  
Date: January 20, 1993

**SANTEE COOPER**

By: [Signature]  
Title: Executive Vice President  
Date: January 13, 1993

STATE OF NEW YORK )

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COUNTY OF NEW YORK )

On this 20th day of January, 1993, before me personally appeared Catherine Higlick, to me personally known, who, being by me duly sworn, says that she is Asst. Vice President of **THE CIT GROUP/EQUIPMENT FINANCING, INC.**, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marian Valitzky  
Notary Public

My Commission Expires:

**MARIAN VALITZKY**  
**Notary Public, State of New York**  
**No. 31-4991572**  
**Qualified in New York County**  
**Commission Expires 2.3.94**

[Notarial Seal]

STATE OF SOUTH CAROLINA )

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COUNTY OF BERKELEY )

On this 5th day of January, 1993, before me personally appeared T. Graham Edwards, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of **SANTEE COOPER**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda M. Barrineau  
Notary Public

My Commission Expires: My Commission Expires July 5, 2000

[Notarial Seal]